



Finance and Administrative Services Department • Purchasing Division
500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6324 • FAX 650-968-5472

March 15, 2004

Vendor Name & Address:

**REQUEST FOR PROPOSALS FOR CONVENIENCE COPIER EQUIPMENT, NO.
R040848 - Revision #1**

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO: Chris Hartje, Supervising Buyer
City of Mountain View
500 Castro Street
Mountain View, CA 94041
or
P.O. Box 7540
Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the specifications, terms and conditions attached hereto.

This Request for Proposals includes the following sections:

- Section 1: Terms and Conditions (Pages 1 - 10)
- Section 2: Specifications (Pages 11 - 15)
- Section 3: Draft Contract (Pages __ - __)

INSTRUCTIONS FOR SUBMITTING RESPONSES

1. **Date Due:** 5:00 PM, THURSDAY, MARCH 25, 2004

2. **Pre-proposal Conference/Walk-Through:**

☐ Required ☒ Not Required

If required, the date, time and location of the pre-proposal conference/walk-through will be noted below. If required, the Vendor must attend the pre-proposal conference/walk-through to ensure that the Vendor is completely familiar with the work requested. The Administrative Services Manager may waive this requirement if, in the opinion of the Administrative Services Manager, the Vendor is familiar with the job.

The pre-proposal conference/walk-through will be held from ____ a.m. to ____ a.m. on _____, beginning at _____, Mountain View, California.

3. **Questions:** Call the person named above at (650) 903-6324 for questions regarding this proposal process or questions regarding the specifications and/or requirements.
4. **Reply Format:** The entire proposal form, including all attachments, must be returned by the due date to the above address. Vendors must submit three (3) copies of the proposal. Please minimize the bulk of your proposal by only submitting one (1) copy of standard brochures and materials. You are free to organize your proposal as you wish, as long as it includes the requested information and all of the forms included in this Request for Proposals (RFP) are completed as required. Vendors must number all pages of any attachments to the RFP and reference page and paragraph number of the RFP for all comments to the RFP. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in this Request for Proposals. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

The proposal must include at least five (5) references of recent similar work experience, preferably for city governments. These references must include a contact person, phone number, length of time with the reference and brief description of the work/deliverables performed. The proposal must also include the Vendor's: most recent audited financial statements; number of years in business; description of any current ongoing litigation and who the litigation is with; number of employees in Northern California (listed by type of job category); business organization chart; ownership of your company; resumés of owner, president and/or top managers; and particular information regarding the individual who will be responsible for the work/deliverables requested in this RFP.

5. **Responsiveness and Selection Process:** The decision for selection will be made on a combination of criteria, including: total cost (including ongoing operating costs) and proposed value; similar successful experience; project management approach; technical merit; documented experience of employees to be involved with this service; quality and

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

completeness of proposal; proof of warranty and repair services; degree and number of exceptions to specifications; proof of equivalency; flexibility and ability to be proactive; Vendor's ability to start the required services in a timely fashion; perception of company stability; and, if requested, oral presentation and tour of current similar work sites.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Administrative Services Manager and may be made in any manner that best meets the needs of the City.

6. **Proposed Contract:** If one of the attachments to this RFP is a proposed contract, then the City intends to use the contract form in awarding this RFP. Vendors should review the terms and conditions contained in the contract and must note any exceptions, additions or modifications they would propose. Blanket substitution of the Vendor's standard contract for the City's proposed contract will not be permitted. If there is no attachment of a proposed contract, then the City plans to use the terms and conditions listed herein. If the Vendor desires to include additional terms and conditions, those terms and conditions to be added must be included in the Vendor's proposal and must be in a format easily readable by the City, to be at least 12-point type in black ink on white paper.

TERMS AND CONDITIONS

1. **Payment Terms:** The City's terms are, at a minimum, net thirty (30) days after receipt of all goods and/or services and receipt of an approved invoice. Progress payment may be made if any of the following options have been selected by the City:
 - ☐ The City will pay eighty percent (80%) of the contract amount based upon operational completeness of all components of the project and receipt of an approved invoice. The balance will be paid within thirty (30) days, after thirty (30) continuous uninterrupted satisfactory days of operation and acceptance by the City.
 - ☐ The City will make monthly payments thirty (30) days after receipt of an approved invoice. Should the Vendor fail to provide the specified hours/service required on any specific day, those hours/services not provided may either be rescheduled at the City's discretion or deducted from the appropriate service period invoice using the additional service hourly rate(s) to calculate the deduction.
 - ☐ The City will pay twenty-five percent (25%) upon receipt of all hardware, forty percent (40%) upon successful installation, fifteen percent (15%) upon completion of all training and data conversion and the balance will be paid within thirty (30) days after thirty (30) continuous days of uninterrupted satisfactory performance and acceptance by the City.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**
 - ☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.
6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.
7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: _____

Date of Expiration: _____

Type of License: _____

Description of License: _____

10. **Ownership and Collusion—Financial Interest by City Employees:** The bidder certifies, by signing this proposal, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
11. **Independent Contractor:** It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.
12. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
13. **Termination:** The City may terminate this Agreement at any time with ten (10) days' written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
14. **Funding Out Clause:** The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.
15. **Nondiscrimination.** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
16. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

17. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
18. **Insurance:**
- a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.
- b. **Professional Liability Insurance:**
- ☐ Required ☒ Not Required
- If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.
- c. **Workers' Compensation Insurance:** The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
- d. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- e. **Verification of Coverage:** Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- f. **Other Insurance Provisions:**
- (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

- (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
 - (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
 - (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
19. **Hold Harmless:** The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.
20. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.
21. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).
☐ Yes ☐ No
- If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.
22. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
23. **General Requirements:** The City of Mountain View is interested in receiving proposals to replace the City's rental fleet of convenience copiers. Currently there are 38 units in service with a cumulative average of approx 220,000 copies per month. All will be expiring over the course of the next 12 months.

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

The City is interested in receiving pricing information based on 3, 4 or 5-year lease; or any other cost model other than purchase. The City will also consider piggybacking on other public agency contracts, if available. Equipment Costs and Service Maintenance may be quoted separately or as one lump sum, but all supplies (except staples and paper) shall be included in the final pricing. The City is very interested in un-interrupted performance, so all proposals need to have guaranteed performance criteria, where the vendor will stand behind it's service and will replace any copier at vendor's expense if it is not performing.

Please provide unit and extend pricing for 38 copiers based on 5 categories, as per attached Convenience Copier Bid Schedule. Please include in your response pricing for all other add-ons and accessories available for each model quoted, including: embedded controllers for network connectivity, printer/scan/fax options, memory upgrades, hard drives, consoles for desktop units, extra paper drawers, finishers with 3 hole punch, interposers, etc.

Bidders may provide multiple bids on different equipment and service plans. The City will select the equipment and service plan that best meets it's needs. Product literature and technical specs must be submitted with each bid.

Bidders shall provide a narrative description of intended installation plan. The plan shall provide for a smooth transition from current equipment to new equipment, and include description of proposed services, required support by City, recommended movement schedules, delivery, on-site installation, and key operator training.

To assist with evaluating Vendors ability to meet the City's maintenance requirements, Bidders shall provide a narrative description of proposed maintenance and support. Include the location from which service to City will originate, the total number of similar brand name units serviced from this area, and the number of actual service technicians working on these units.

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

24. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-10^(RFP)
(Rev. 3/10/04)

**CITY OF MOUNTAIN VIEW
CONVENIENCE COPIER SYSTEMS
PRICING AGREEMENT**

This Agreement is made between the City of Mountain View and _____ on April 1, 2004, for the lease/rental and maintenance of digital Copier Equipment.

General Requirements

- Vendor shall provide copier system equipment as per the attached Exhibit A Equipment List.
- All copier system hardware, software, and accessories shall remain the property of VENDOR. VENDOR grants the City of Mountain View unrestricted, lawful use of the copier equipment. VENDOR agrees to maintain in good standing all associated software licenses and software updates required to maintain the copier system and system functionality in peak operational condition.
- VENDOR shall maintain copier system in peak operating condition as per the attached manufacturer's published technical specifications and additional requirements stated herein.
- VENDOR shall replace system components that fall below the minimum performance requirements with new, like new, or upgraded components or systems at no additional cost to the City.
- VENDOR will add new or like-new equipment to this agreement, at the fixed pricing stated herein, after receiving written notification from the City of Mountain View.
- VENDOR will invoice the City on a monthly basis for base rates and allowable copies. Monthly invoices shall show itemized details for each unit, including model number, serial number, location, meter reading, running balance of number of copies in current reconciliation period, credit for maintenance copies, and all applicable sales tax.
- VENDOR will invoice the City on a semi annual basis for the excess copies over the monthly allowable copies, based on the aggregate total of all machines for that billing cycle. Billing summary shall include a line item for each unit, the number of copies made, less the number of allowable copies (including maintenance copy credits), cost per copy and total charges.
- VENDOR will provide on-site training for each location at the beginning of the rental term and thereafter, on an unlimited, as-needed basis for the duration of the agreement at no additional charge.
- VENDOR shall maintain Liability Insurance at \$1,000,000.00, per the City's standard Terms and Conditions. The City may reciprocate and add the copier systems to its liability coverage based on VENDOR's declared replacement values.

Term of the Agreement

- This agreement is NOT ‘co-terminus’. The lease/rental period for each copier system shall remain in effect for the full contract period based on each units original installation date.
- The terms of this Pricing Agreement shall remain in effect for the full contract period, and shall be extended to coincide with the latest ending date of any installed equipment.

Pricing

- All prices listed herein shall be held firm for the term of this agreement.
- All prices are net prices and are subject to applicable federal, state and/or local taxes.
- The pricing stated above shall be full compensation for all products and services associated with this agreement provided by VENDOR. This includes but is not limited to: equipment rental (hardware, software, accessories, etc.), all supplies (except staples and print media) all maintenance services, training, billing, customer service and sales support and reports.

Delivery and Installation of Equipment

- VENDOR shall deliver new copier systems to the City’s locations on or around the same time period as the existing equipment is removed, as per attached Exhibit B Schedule of Existing Equipment Expiration Dates.
- Unless otherwise noted, Access is via staff entrance and elevators, and VENDOR shall be prepared to roll equipment across outdoor Plaza area and through interior hallways. (Note: Stairclimber unit may be required at Rengstorff House location).
- VENDOR shall uncrate, unpack, deliver in place, level, assemble, connect to outlet, power up, and test new copier system. VENDOR shall remove all associated packing material and debris from City’s site and dispose of it in a lawful manner.
- Within 4 hours after delivery, a VENDOR service technician shall come on-site, set-up and install the unit (all hardware, software, accessories, etc) to ensure the complete copier system is in perfect working order.

Maintenance

- VENDOR shall provide all service and maintenance on all VENDOR’s copier system equipment.
- Services shall be furnished to the City of Mountain View between the regular business hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

- VENDOR shall provide telephone response to service requests within 15 minutes with on-line diagnosis to assist City staff to repair the copier without a service call, and when needed, provide on-site service response within 4 hours after original service call is received by VENDOR. VENDOR'S average response time shall meet these requirements a minimum of 98% of the time during any 60-day period.
- Because it is difficult to estimate the cost the City incurs as a result of non-operational equipment, for services calls not answered within the 4 hour time limit, the VENDOR may be assessed \$30.00 per hour for every hour in excess of the 4 hour time limit.
- Maintenance personnel shall maintain a safe and clean work environment at all times while performing services. The work site shall be thoroughly cleaned up and all chemicals and debris shall be removed and properly disposed of.
- VENDOR shall record the number of copies made in the course of maintenance being performed. The number of maintenance copies shall be shown as a credit against the total number of copies made on each machine. Semi annual reconciliation billing shall show this credit on an individual unit basis.
- Preventative maintenance shall be scheduled by VENDOR and coordinated with City's facilities personnel on an as-needed basis.
- If VENDOR's service department determines that the unit in place cannot be repaired within 72 hours of the time the call was originally placed, VENDOR will, at VENDOR's expense, furnish the City with another copier of the same model and system features. The replacement unit shall be delivered in place, set-up and installed within 72 hours of the original call for service.

Equipment Movement

- All equipment movement services shall be provided by VENDOR. If, after the initial installation is completed and accepted by the City, the City desires to move the copier system to an alternate physical address, the City will pay VENDOR reasonable moving fees, not to exceed \$250 per occurrence. When applicable, copies of third party invoices shall accompany VENDOR's invoicing for these services.
- There shall be no additional charges for copier movement to locations within the same physical address. City will coordinate these minor location adjustments with Vendor's maintenance and/or sales staff on an as-needed basis.

Equipment Performance

- Copier equipment shall be defined as a complete copier system consisting of copier, sorter, duplexer, document feeder, paper trays, hardware, software, network connectivity,

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

system functionality and other auxiliary attachments as installed. Failure of any installed component or software functionality shall mean failure of the entire system.

- The copier systems provided by VENDOR shall perform to the manufacturer's specifications for a minimum of 98% of the available business hours.
- Any copier system that does not meet the 98% 'up-time' requirement for any 60-day period shall be replaced with an equal or better model copier. Such replacement shall be made at no additional cost to the City.
- Each copier system shall average no less than 20,000 copies between service calls within any 60-day period. Any equipment that does not meet this standard performance requirement shall be replaced with an equal or better copier. Such replacement shall be made at no additional cost to the City of Mountain View.
- Failure to correct the non-performing copier system within 72 hours shall be grounds for termination of agreement.

Invoicing and Payment

- All invoices shall be issued by VENDOR and all payments shall be made to VENDOR. Assignment of any part of this agreement is prohibited unless expressly agreed to in writing by the City of Mountain View.
- Billing shall be on a monthly basis. Invoices shall be received by the City within 10 days after the billing cycle has closed. Each item shall be clearly identified by model number, serial number, and comprehensive description and base copy allowance. Include current meter reading if available, actual number of copies made for the billing cycle, and a running total of overages (to be reconciled on a semi-annual basis).
- The City of Mountain View will provide meter readings to VENDOR on a monthly basis.
- Any errors or discrepancies in billing not associated with the City's responsibilities will be adjusted by the City of Mountain View and the corrected amount will be paid in the current billing cycle. Credits issued by VENDOR to correct these errors or discrepancies shall be for VENDOR's internal use only.
- Payments may be withheld if any performance issues remain outstanding during the billing cycle.

Reports

- Semi-annually, or upon request, VENDOR shall provide a maintenance history for each installed unit which details each service call, including response time, length of time from service call to restored operational status, number of copies made between service calls, description of services and repairs, parts replaced, and supplies installed. Also include

summary report showing total number of service calls, average response time, average number of copies made between service calls, etc.

Termination

- This contract is subject to the City's funding out clause and may be terminated without penalty if no funds are appropriated for its expense.
- Failure by VENDOR to comply with any term or condition of this agreement shall be grounds for termination of this agreement.
- Additionally, the City reserves the right to review overall performance on an annual basis every December 31st, and terminate this agreement if performance falls below the following criteria:
 - 3 or more letters of non-performance remain unresolved as determined by the City of Mountain View.
 - 3 or more repetitive service calls for the same problem or related issues.
- Termination may occur at the sole discretion of the City of Mountain View, based on the terms of this agreement. Equipment terminated for performance issues shall NOT be subject to removal fees or early cancellation penalties.

Cancellation Penalties

- Copiers cancelled at the end of the contracted period are not subject to cancellation penalties.
- Copiers cancelled for the City's convenience may be subject to cancellation penalties, but shall be limited to a max of 2 months rental costs.

Other Assurances

- In addition to the requirements stated herein, VENDOR agrees to the City's Standard terms and Conditions, (See attached)
- This copier systems agreement shall be limited to the terms and conditions stated herein, including reference attachments and exhibits, unless expressly agreed to in writing by the City of Mountain View.

Request for Proposals for CONVENIENCE COPIER EQUIPMENT, No. R040848

SIGNATURES:

- The undersigned understands and agrees to the conditions set forth in this pricing agreement.

VENDOR:

Signature of Officer	City, State, ZIP
----------------------	------------------

Printed Name of Officer	Telephone No./FAX No.
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Title of Officer	Federal I.D. Tax Number
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City of Mountain View
Convenience Copier
Bid Schedule

Qty	Description	Average Mthly usage	Desired Mthly Copy Allowance	Base Cost per Unit	Extended Amount (base cost x qty)	Cost per copy over allowance	Total cost estimates (base + (overage x CPC))
	Desktop Copier						
3	Copier, digital, desktop unit, 15 CPM, min. of 500 paper supply with 1-universal paper drawer 1- letter drawer, manual by-pass, Pitney Bowes DL 155 or equal	1,478	1,000				
	Low Volume Copier						
12	Copier, digital, stand alone, 25 CPM, duplexing, touch screen control panel, job pre-sets, image reduction/enlarge, auto document feeder, electronic offset sorter/stapler finisher, min. of 1,000 paper supply with 2-universal paper drawers 1- letter drawer 1- legal/11x17 drawer, 50 sheet manual by-pass, 16 # bond -110 # index output paper weights, upgradable to network printer/scanner/fax, compatable with WIN 2000 network OS. Pitney Bowes DL 260 or equal	1,545	1,500				
	Medium Volume Copiers						
13	Copier, digital, stand alone, 35 CPM, duplexing, touch screen control panel, job pre-sets, image reduction/enlarge, auto document feeder, electronic sorter/stapler finisher, min. of 1,250 paper supply with 2-universal paper drawers 2- letter drawers 1- legal/11x17 drawer, 50 sheet manual by-pass, 16 # bond -110 # index output paper weights, upgradable to network printer/scanner/fax, compatable with WIN 2000 network OS. Pitney Bowes DL 360 or equal	4,817	4,000				

City of Mountain View
Convenience Copier
Bid Schedule

Qty	Description	Average Mthly usage	Desired Mthly Copy Allowance	Base Cost per Unit	Extended Amount (base cost x qty)	Cost per copy over allowance	Total cost estimates (base + (overage x CPC))
7	Copier, digital, stand alone, 45 CPM, duplexing, touch screen control panel, job pre-sets, image reduction/enlarge, auto document feeder, electronic offset sorter/stapler finisher, min. of 1,500 paper supply with 2-universal paper drawers 1- duplex drawer 1- high capacity letter size, 50 sheet manual by-pass, 16 # bond -110 # index output paper weights, upgradable to network printer/scanner/fax, compatible with WIN 2000 network OS. Pitney Bowes DL 460 or equal	10,508	10,000				
	High Volume Copier						
3	Copier, digital, stand alone, 55 CPM, duplexing, touch screen control panel, job pre-sets, image reduction/enlarge, auto document feeder, electronic offset sorter/stapler finisher, min. of 3,000 paper supply with 2-universal paper drawers 1- duplex drawer 1- high capacity letter size, 50 sheet manual by-pass, 16 # bond -110 # index output paper weights, upgradable to network printer/scanner/fax, compatible with WIN 2000 network OS. Pitney Bowes DL 550 or equal	21,451	20,000				
		Total Base Bid per Month					

Exhibit B
City of Mountain View
Schedule of Current Equip Expiration Dates

LOCATION & DESCRIPTION	MODEL	Expiration Date
City Attorney's Office , 500 Castro St., 3rd floor Mountain View, CA 94041. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
City Clerk's Office , 500 Castro St., 3rd floor Mountain View, CA 94041. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
CSD-Parks Division , 231 N. Whisman Rd., Mountain View CA 94043. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
FASD-City Warehouse , 231 N. Whisman Rd., Mountain View, CA 94043. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
FASD-Copy Center , 500 Castro St., 2nd floor, Mountain View, CA 94041	DL550	8/13/2004
FASD-Finance Administration , 500 Castro St., 2nd floor, Mountain View, CA 94041 40 CPM RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays. Additional 550 paper tray	DL460	8/13/2004
FD-Communications Division , 1000 Villa St., Mountain View, CA 94041. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
PSD-Administration , 231 N. Whisman Rd., Bldg. A, Mountain View, CA 94043	DL550	8/13/2004
PSD-Eng. & Env. Compl. Division , 231 N. Whisman Rd., Mountain View, CA 94043. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
PSD-Fleet Service Division , 231 N. Whisman Rd., Mountain View, CA 94043	DL260	8/13/2004
PSD-Utilities Division , 231 N. Whisman Rd. Mountain View, CA 94043. 35 CPM RADF, duplex, electronic sorter/stapler finisher, 2-550 & 1-3000 sheet paper trays.	DL360	8/13/2004
PWD-Administration , 500 Castro St., 1st floor, Mountain View, CA 94041.	DL550	8/13/2004
PWD-Engineering , 500 Castro St., 1st floor, Mountain View, CA 94041.	DL550	8/13/2004
City Manager's Office , 500 Castro st., 3rd floor, Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch	DL620	10/29/2004
Community Development Department , 500 Castro st., 1st floor, Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch	DL620	10/29/2004

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City of Mountain View
Schedule of Current Equip Expiration Dates

Community Development Department , 500 Castro st., 1st floor, Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch	DL620	10/29/2004
CSD-Performing Arts , 500 Castro St., Mercy St Entrance, Mountain View, CA 94041 40 CPM RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays. Additional 550 paper tray	DL460	10/29/2004
CSD-Senior Center , 266 Escuela Ave., Mountain View, CA 94041. 40 CPM RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays. Additional 550 paper tray	DL460	10/29/2004
CSD-Shoreline Division , 1377 N. Shoreline Blvd., Mountain View, CA 94041 40 CPM RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays. Additional 550 paper tray	DL460	10/29/2004
CSD-Shoreline Golf Links Pro Shop , 2600 N. Shoreline Blvd., Mountain View, CA 94043 40 CPM RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays. Additional 550 paper tray	DL460	10/29/2004
FD-Environmental Safety Division , 1000 Villa St., Mountain View, CA 94041. 40 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-3000 sheet paper trays.	DL460	10/29/2004
FD-Fire Administration , 1000 Villa St., Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch	DL62	10/29/2004
FD-Fire Station #2 , 160 Cuesta Drive, Mountain View, CA 94041. 23 CPM, ADF, 10 bin sorter, stand, 2-550 sheet paper trays.	DL26	10/29/2004
FD-Fire Station #1 , 251 South Shoreline Blvd., Mountain View, CA 94041. 23 CPM, ADF, stand, 2-550 sheet paper trays.	DL27	12/3/2004
FD-Fire Station #3 , 301 North Rengstorff ave., Mountain View, CA 94043. 23 CPM, ADF, 10 bin sorter, stand, 2-550 sheet paper trays. Additional 550 sheet tray	DL27	12/3/2004
FD-Fire Station #4 , 229 North Whisman Road, Mountain View, CA 94043. 28 CPM, RADF, duplex, 10 bin sorter, 2-550 sheet paper trays.	DL27	12/3/2004
FD-Fire Station #5 , 2195 N. Shoreline Blvd., Mountain View, CA 94043. 23 CPM, ADF, stand, 2-550 sheet paper trays.	DL27	12/3/2004
PD-Investigations , 1000 Villa Street, Mountain View, CA 94041. 23 CPM, ADF, stand, 2-550 sheet paper trays	DL27	12/3/2004
CSD-Deer Hollow Farm , Rancho San Antonio Park, Cupertino, CA. 28 CPM, RADF, duplex, 10 bin sorter, 2-550 sheet paper trays	C285	1/30/2005

Exhibit B
City of Mountain View
Schedule of Current Equip Expiration Dates

CSD-Recreation Division , 201 S. Rengstorff Ave., Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch	C650	1/30/2005
Employee Services , 500 Castro St, 3rd floor, Mountain View, CA 94041. 50 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 & 1-2700 sheet paper trays.	C550	1/30/2005
FASD-Copy Center , 500 Castro St., 2nd floor, Mountain View, CA 94041. Color Copier , 6/23 CPM, RADF, duplex, 10 bin sorter/stapler, 1-250 & 2-500 sheet paper trays. Includes all service, parts, labor and chemical supplies.	CD61	1/30/2005
LSD-Acquisitions Division , 585 Franklin St., Mountain View, CA 94041. Desktop Unit, 14 CPM, 1-250 sheet paper tray. \$57/mth base charge (includes 500 copy allowance) plus \$0.040 per copy overage per mth.	C145	1/30/2005
LSD-Administration , 585 Franklin St., Mountain View, CA 94041. 60 CPM, RADF, duplex, 20 bin sorter/stapler, 2-550 1-2700 & 1-3400 sheet paper trays. Additional UDH with 2&3 hole punch @ \$65/month	C650	1/30/2005
LSD-Children's Room , 585 Franklin St., Mountain View, CA 94041. 14 CPM, stand, 1-250 sheet paper tray. \$57/mth base charge (includes 500 copy allowance) plus \$0.040 per copy overage per mth.	C145	1/30/2005
LSD-Pioneer Room , 585 Franklin St., Mountain View, CA 94041. 23 CPM, ADF, stand, 2-550 sheet paper trays.	C235	1/30/2005
LSD-Reference Division , 585 Franklin St., Mountain View, CA 94041. 14 CPM, stand, 1-250 sheet paper tray. \$57/mth base charge (includes 500 copy allowance) plus \$0.040 per copy overage per mth.	C145	1/30/2005
LSD-Support Services , 585 Franklin St., Mountain View, CA 94041. 28 CPM, RADF, duplex, 10 bin sorter, 2-550 sheet paper trays.	C285	1/30/2005
PSD-Landfill Trailer , 2606 North Shoreline Blvd., Mountain View, CA 94043. 23 CPM, ADF, stand, 2-550 sheet paper trays	C235	1/30/2005